

Office of Procurement Services 8115 Gatehouse Road, Suite 4400 Falls Church, Virginia 22042-1203 Telephone: 571-423-3550

NOTE: Fairfax County Public Schools conducts all procurement activities in accordance with delegated authority from the Purchasing Agent of Fairfax County Government. Bids and proposals in response to FCPS solicitations must be delivered to the address above on or before the date and time stipulated in the solicitation.

PRE-BID CONFERENCE

IFB 2000001453 MISCELLANEOUS CUSTODIAL SUPPLIES

An optional pre-bid conference will be held on Tuesday, February 24, 2015 at 10:00 a.m. at the Fairfax County Public Schools, Sideburn Support Center, 5025 Sideburn Rd, Fairfax, VA 22032 in the Training Room. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a pre-requisite to submitting a bid, bidders who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this IFB should be submitted in writing to the contract administrator at tina.smith@fcps.edu. Potential bidders are encouraged to submit questions by 12:00 p.m. on Thursday, February 19, 2015 to be answered at the pre-bid conference. Any additional questions must be received in writing no later than 5:00 p.m. on March 14, 2015.



Department of Financial Services Office of Procurement Services 8115 Gatehouse Road, Suite 4400 Falls Church, VA 22042-1203

http://www.fcps.edu/fs/procurement

Telephone: 571-423-3550; Fax: 571-423-3576

ISSUE DATE: February 12, 2015	INVITATION FOR BID: IFB 2000001453	TITLE: Misc Custodial Supplies
DEPARTMENT: Office of Facilities Management	DUE DATE/TIME: March 19, 2015 / 10:00 a.m.	CONTRACT ADMINISTRATOR: Tina Smith, 571-423-3585 or tina.smith@fcps.edu

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:	Telephone/Fax No.:	
	E-Mail Address:	
	Federal Employer Identification No: or	
	Federal Social Security No.(Sole Proprietor):	
	Prompt Payment Discount:	% for payment withindays/net days
	State Corporation Commission (SCC) Identification No.:	
By signing this bid, Bidder certifies, set forth in the General Conditions at		
BUSINESS CLASSIFICATION - Described	d in Appendix B - CHECK ONE: LA	RGE (Y) ☐ SMALL (B)
☐ MINORITY-OWNED SMALL (X) ☐ MII	NORITY OWNED LARGE (V) 🛛 WOME	N-OWNED SMALL (C)
□ WOMEN OWNED LARGE (A) □ NO	N PROFIT (9)	
CHECK ONE: INDIVIDUAL	☐ PARTNERSHIP ☐ CORPORATI State in which Incor	
Vendor Legally Authorized Signature	Date	
Print Name and Title		

Sealed bids subject to terms and conditions of this invitation will be received by the Fairfax County Purchasing Agent at <u>8115</u> <u>Gatehouse Road, Suite 4400, Falls Church, Virginia 22042-1203</u> on the due date and time specified, and then publicly opened and read.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



(DPSM30) rev FCPS 10/14

1. SCOPE:

- 1.1. The purpose of this solicitation is to establish a contract(s) for the provision of Miscellaneous Custodial Supplies and Equipment for all departments and activities of Fairfax County Public Schools and Fairfax County Government (collectively "the County") for the requirements listed in this solicitation. The resulting contract will establish a ready "as required" source for the items listed in this solicitation.
- 1.2. Bidders are required to include the following with their bid:
 - Vendor's legal Authorized Signature (DPSM30 Cover sheet)
 - Appendix B (all sections)
 - Addenda, if applicable
 - All other information required by paragraph 12 of this solicitation.

Failure to provide these items may result in rejection of the bid.

2. PRE-BID CONFERENCE:

- 2.1. An optional pre-bid conference will be held on Tuesday, February 24, 2015 at 10:00 a.m. in the Fairfax County Public Schools, Sideburn Support Center, 5025 Sideburn Rd, Fairfax, VA 22032 in the Training Room. Attendees requiring special services are asked to provide their requirements to the Office of Equity and Employee Relations at 571-423-3070 or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 2.2. The purpose of the pre-bid conference is to give potential bidders an opportunity to ask questions and to obtain clarification about any aspect of this Invitation for Bids. Bidders may submit any questions pertaining to the IFB, in writing, prior to the pre-bid conference to tina.smith@fcps.edu. Questions to be answered at the pre-bid conference must be received no later than 12:00 p.m. on Thursday, February 19, 2015.

3. PERIOD OF CONTRACT:

- 3.1. The period of this contract shall be from the date of award through August 31, 2020.
- 3.2. Automatic contract renewals are prohibited. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by and coordinated through the Office of Procurement Services. FCPS reserves the right to renew the contract for five (5) additional one-year periods.
- 3.3. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Invitation for Bid is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. PRICES AND PRICE ADJUSTMENT:

- 4.1. All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.
- 4.2. The Contractor agrees that for unit price contracts, prices shall remain firm for 180 days. If the price is increased after 180 days, the unit price may be increased only upon approval of a written request to the Purchasing Agent. Upon receipt of the Contractor's request, the County shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.
- 4.3. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)
- 4.4. The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the County Purchasing Agent. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via County Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The County Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.
- 4.5. Price decreases shall be made in accordance with paragraph 43 of the General Conditions and Instructions to Bidders.

5. SAMPLES

- 5.1. The County reserves the right to require a bidder to furnish samples of any item on which they submit a bid within five (5) working days after the request is made.
- 5.2. Samples may be requested AFTER the bid opening for verification of "Approved Equal" as stated for most items listed.
- 5.3. All samples must be furnished free of charge, clearly marked "SAMPLE" with the Invitation for Bid number, bid item number, bidders name and address and delivered to:

Fairfax County Public Schools Plant Operations Services Section Attn: Scott Larson Sideburn Support Center 5025 Sideburn Road Fairfax, VA 22032

5.4. Samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Samples furnished with deviations must be clearly marked. Failure of a sampled item to conform to all of the major characteristics of the bid line in question shall be cause to deem the sampled item non-responsive.

- 5.5. Failure to submit a sample that conforms with specification or within the time specified may result in rejection of that item(s) and may not be considered for further evaluation of that item(s).
- 5.6. Once the bidder has requested to pick up a sample, they must do so within 30 days. If a bidder fails to pick up the sample, it will be considered to be surplus County property and the County will dispose of it at the convenience of the County. Samples will be returned at the bidder's expense with no pecuniary liability to be incurred by the County of Fairfax for their loss or damages.

6. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

- 6.1. Authorized individuals will place orders for specific quantities of items covered in the resultant contract as requirements arise. Please refer to paragraph 19 titled Method of Ordering.
- 6.2. The quantities specified in this solicitation are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period. Waiver of ten percent (10%) limitation in paragraph 30, General Conditions and Instructions to Bidders, is acknowledged.

7. DELIVERY/TIME OF PERFORMANCE:

- 7.1. Fairfax County requires that delivery be made at destination within the shortest time frame possible. Bidders must insert a definitive time frame, IN DAYS, on the Pricing Schedule within which delivery will be made after receipt of order (ARO). If no delivery time frame is provided for an item, bidder will be expected to provide ordered goods within 14 days ARO. Indefinite terms such as "promptly," "stock," "without delay," etc., will not be given consideration. FAILURE TO PROVIDE A DEFINITIVE DELIVERY TIME MAY RESULT IN THE DISQUALIFICATION OF THE BIDDERS' BID IN ITS ENTIRETY OR FOR THE ITEM SPECIFIED.
- 7.2. The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 8:00 A.M. to 12:00 P.M. and 1:00 P.M. to 2:30 P.M. on regular County business days unless other arrangements have been made.
- 7.3. Motor freight shipments to the Forte Center Warehouse are to be palletized and shrink-wrapped. Orders placed for delivery to FCPS's central warehouse will be stocked items for tailgate delivery to the following address:

Fairfax County Public Schools Procurement Services Warehouse Johnie Forte Support Center 6800-B Industrial Road Springfield, VA 22151

7.4. Damaged or Substandard Products that are shipped and/or furnished as a result of Contractor negligence will either be replaced (and expedited at Contractors expense) and or deducted from final payment. Additionally, the Contractor will be responsible for shipping costs and arranging for pick-up of any defective returns within ten (10) business days. This shall include pick-up of damaged products and delivering replacement product. Delivery of replacement products shall be made within three (3) business days from receipt of notification of damage.

7.5. The County may pick up orders from the vendor when it is in the best interest of the County. In these instances the Contractor shall release the materials only to the designated representatives of the County Agency authorized to place and pick up orders.

8. QUOTATION LIMITATION:

8.1. Bidders shall offer **only ONE ITEM AND PRICE for each line item bid**. No alternatives will be accepted, unless requested by the County. If an "or equal" item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in award.

9. INTERPRETATION OF BID:

9.1. Any questions pertaining to this solicitation shall be directed to:

Tina Smith, Contract Administrator Fairfax County Public Schools Office of Procurement Services 8115 Gatehouse Road, Suite 4400 Falls Church, Virginia 22042-1203 Telephone: 571-423-3585

Email: tina.smith@fcps.edu

10. PRODUCT INFORMATION:

- 10.1. The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the County to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non-responsive.
- 10.2. Product Discontinuation/Substitution: Written notification is required to the Contract Administrator on any and all notice of discontinuation or substitution of product. In the event that a manufacturer discontinues a product and/or model, the County may allow the Contractor to provide a substitute for the discontinued item. If the Contractor requests permission to substitute a new product or model, the following must be provided:
 - a. No product or brand substitution shall be made unless the vendor has obtained written approval and authorization from Office of Facilities Management, Plant Operations Services Section.
 - b. Documentation must provide clear evidence that the substitution item meet or exceeds the written specifications required by the original Invitation for Bid.
 - c. As requested, a sample of the substituted item should be forwarded to Scott Larson, at the address for samples listed in paragraph 5 above. Contractor must have written confirmation of the substitution before making the delivery.
 - d. Documentation from the manufacturer that the product has been discontinued as well as documentation that names the replacement product or model.
 - e. Any unauthorized substitution will be picked up by the Contractor within ten (10) business days upon notification by Facilities Management.

11. DESCRIPTIVE LITERATURE:

11.1. Bidders are required to include catalog cuts and/or descriptive literature, in DUPLICATE, properly labeled with the IFB number, bidder's name, Pricing Schedule (Appendix B) line item number, with full illustrations and detailed specifications for each item offered as equal to the brand name specified. In addition, all differences in specifications from the brand name specified must be identified. Descriptive literature is required to establish details as to design, materials, method of manufacture, etc., as appropriate for the purpose of bid evaluation and award. Failure to submit the descriptive literature may be cause for rejection of the bid.

12. <u>SUBMISSION OF BIDS</u>:

- 12.1. Each bidder must use the attached Pricing Schedule to submit their bid. All bids must show the manufacturer, style/stock number, delivery time, and unit price of each item for which a bid is submitted, as applicable. All bidders must return one (1) original (duly marked), one (1) printed copy and five (5) copies on a USB flash drive in searchable pdf format which contain all of the following:
 - a. Cover Sheet (DPSM30), duly signed;
 - b. Appendix B (all sections);
 - c. Completed pricing schedule including delivery time;
 - d. Shelf life data completed for items 62-74 and 83-84 in pricing schedule (ref. paragraphs 7 and 16);
 - e. A completed W-9 Form (must be on Dec 2014 version);
 - f. MSDS sheets, where applicable (ref. paragraph 15);
 - g. Any addenda to this IFB; and
 - h. A notarized statement that the USB flash drive versions are a true copy of the original printed version.
 - 12.2. By executing the Cover Sheet, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions. Bids may be mailed or hand delivered to the following location:

Department of Financial Services Office of Procurement Services 8115 Gatehouse Road, Suite 4400 Falls Church, VA 22042-1203 Telephone: 571-423-3550

- 12.3. All bids shall be submitted in a sealed envelope or package with the bid number, title, and the bidder's name and address on the outside of such envelope or package.
- 12.4. BIDS RECEIVED AFTER THE DUE DATE/TIME WILL NOT BE CONSIDERED FOR CONTRACT AWARD AND SHALL BE RETURNED TO THE BIDDER.
- 12.5. Bidders are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda MUST be signed and submitted to the Office of Procurement Services, 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203, before the due date/time or must accompany the bid. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. Bidders are responsible to monitor the web page for the most current addenda at http://www.fairfaxcounty.gov/solicitation/.

13. CONTACT FOR ADMINISTRATION:

13.1. In the event a contract is executed with your firm as a result of this solicitation please indicate the person(s) we may contact for prompt contract administration, in the space provided on Appendix B.

14. BID EVALUATION/CONTRACT AWARD:

- 14.1. All items listed in this solicitation will be awarded to the lowest responsive responsible bidder on the basis of a firm fixed unit price.
- 14.2. Section 12 of the Pricing Schedule requires the Contractor to submit a fixed percentage discount to be calculated off of any other catalog items ordered by the County for the duration of the resulting contract that are not included in this IFB. This percentage discount will be included in the resulting contract but will not be a basis for evaluation and contract award.
- 14.3. Item numbers 2, 3, 56, 57, 60, 71 and 73 are listed as "**No Substitutions Accepted**". The items listed herein are used for compatibility and standardization purposes. The brand name(s) designed are for specific purpose and therefore cannot be substituted with another brand. Only the brand name specified will be considered for award. Bidders offering other than the required brand(s) shall have their bids rejected in its entirety or for that item(s).
- 14.4. The County reserves the right to award the contract in the aggregate, by line item, by Section, or by Manufacturer and to make a Primary and Secondary award, based on the best interest of the County.
 - a. Sections 2, 5, 6, and 7 are intended to be awarded by the Section. All items within each of these sections will be awarded to a single supplier. The awarded supplier may differ between Sections.

15. MATERIAL SAFETY DATA SHEETS (MSDS)

15.1. When bidding chemicals or products containing chemicals, a current Material Safety Data Sheet (MSDS), and a description of the product label are to be submitted with the bid. Bidder shall clearly mark the applicable line item number on the Material Safety Data Sheets (MSDS) to be submitted with the bid. Material Safety Data Sheets (MSDS) and product labels must comply with OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.12 and 29 CFR 1926 or any other applicable state, federal, or local regulation. Failure to provide Material Safety Data Sheets and product label information may be cause for rejection of the bid.

16. SHELF LIFE:

16.1.	Item numbers 62-74 and 83-84 require shelf life to be considered and the Contractor
	must indicate on the Pricing Schedule the number of months of shelf life beside the item
	being bid, to read as follows:

"Shelf Life	months"
OHEH LHE	HIUHHIO

- 16.2. The expiration date of each item having a shelf life factor shall be clearly marked on the package and only fresh manufacturer stock will be accepted.
- 16.3. Each item must have a shelf life of a minimum of 12 months.
- 16.4. Failure to provide shelf life information may be cause for rejection of the bid or of that item.

17. PRODUCT IMAGES

17.1. Upon award of the contract and receipt of an acceptance agreement, the Contractor shall provide an electronic image (jpg, gif, bmp) and product description for each item that they are awarded on the Pricing Schedule (Appendix B). This information will be used to post descriptions and images of the products on the FCPS Intranet Procurement Catalog. This is a free marketing service to better promote, throughout FCPS and Fairfax County, the actual products under contract and readily available for purchase. The contractor shall provide the URL for any internet catalogs provided. Contractor must submit electronic images for all items awarded under this solicitation within 10 days of execution of Acceptance Agreement.

18. CONTRACT INSURANCE PROVISIONS

- 18.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 18.2. The Contractor shall, during the continuance of all work under the contract maintain the following insurance:
 - a. Workers' Compensation and Employer's Liability insurance limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including contractual liability, personal and advertising injury, and products and completed operations coverage. Completed operations liability endorsement shall continue in force for three years following completion of the contract.
 - c. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, include property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under a standard Automobile Liability policy, or a Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
 - d. Professional Liability/Errors and Omissions coverage responding to Contractor's errors, acts or omissions in the amount of \$1,000,000 per claim and in the aggregate.
 - e. Cyber/Information Technology insurance in the amount of \$1,000,000 per claim, including coverage for costs of 3rd party notification, credit monitoring, and fraud protection.
- 18.3. Fairfax County Public Schools, the Fairfax County School Board, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess"

18.4. Indemnification: Article 63 of the General Conditions and Instruction to Bidders (Appendix A) shall apply.

18.5. Additional Requirements

- a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
- b. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
- c. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- d. The contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
- e. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to FCPS on demand.
- f. The contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the FCPS. These certified copies will be sent to the FCPS from the contractor's insurance agent or representative.
 - No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to the FCPS. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 - 2. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities provisions of the contract.
 - 3. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
 - 4. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the FCPS. The Contractor shall be as fully responsible to the FCPS for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
 - 5. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - 6. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.

- 7. If the Contractor delivers services from a County leased facility, the Contractor is required to carry property insurance on all equipment, to include County owned installed and maintained equipment used by the Contractor while in their care, custody and control for use under this contract.
- g. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- Agree to provide certificates of insurance evidencing the above coverage for a
 period of two years after final payment for the contract. This certificate shall
 evidence a "retroactive date" no later than the beginning of the Contractor's or
 sub-contractor's work under this contract, or
- Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

19. METHOD OF ORDERING:

- 19.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 19.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency to order the items covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 19.3. Procurement Card orders and payments may also be made by the use of an authorized Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders.
- 19.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 19.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

20. CORRESPONDENCE:

20.1. All communications between the parties relating to material contractual issues shall be through the Contract Administrator and must be in writing to be deemed binding.

21. ADDITIONS/DELETIONS:

21.1. The County reserves the right to add similar items or delete items specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items to be added to the contract. Contract amendments will be issued for all additions or deletions.

22. CANCELLATION OF ORDERS:

22.1. Purchases made under this contract are for readily available supplies. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

23. EMERGENCY PURCHASES:

23.1. Should the Contractor be unable to furnish the required item within the period of time specified in the contract the County reserves the right to make emergency purchases from other sources.

24. SALES/DELIVERY TICKETS:

- 24.1. Orders placed under this contract for delivery placed by PO, Procurement Card or for pick up by an authorized representative, shall be supported by the Contractor's Sales/Delivery Ticket. The Contractor's Sales/Delivery Ticket shall contain the following information:
 - 1. Contractor's Name
 - Purchase Order number
 - 3. Date of Purchase
 - 4. Itemized list of supplies furnished
 - 5. Quantity, unit price and extension of each item, and total, less any applicable trade discount in accordance with the Contract.
 - 6. Name of authorized representative ordering the supplies
 - 7. Name of Agency receiving the supplies.
- 24.2. In all instances, the Contractor will prepare a Sales/Delivery Ticket, whether delivery is made by the Contractor or pick up is made by a FCPS representative at the Contractor's place of business. The Contractor's Sales/Delivery Ticket will be signed, by the FCPS representative, with a copy being retained by the Contractor.

25. INVOICING PROCEDURE:

- 25.1. The Contractor shall submit a Summary Invoice once each month, listing the Sales/Delivery Ticket numbers covering deliveries made during the monthly billing period and submitted to the <u>BILL TO</u> address shown on the Purchase Order. The invoice must be accompanied by one copy of each signed Sales/Delivery Ticket.
- 25.2. The invoice shall contain the applicable Purchase Order number and the name of the Agency receiving the supplies. Payment will be made once each month.

26. ORDER OF PRECEDENCE:

26.1. In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and Instructions to Bidders or any other contract document.

27. AUDIT:

27.1. The Contractor shall retain all books, records, and other documents relative to this contract for three (3) years after final payment, or until audited by the County of Fairfax, whichever is sooner. The County shall have full access to and the right to examine any of said materials during the retention period.

28. SUBCONTRACTING:

- 28.1. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance http://www.dba.state.va.us; the Virginia Department of Minority Business Enterprise http://www.dmbe.state.va.us/; local chambers of commerce and other business organizations.
- 28.2. As part of the contract award, the prime Contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

29. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 29.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing: Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid. (See Appendix B for sample listing).
- 29.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 29.3. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 29.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 29.5. Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

30. NEWS RELEASES BY VENDORS:

30.1. As a matter of policy, the County does not endorse the products or services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

31. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

31.1. The County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Office of Equity and Employee Relations at 571-423-3070 or TRS at 711. Please allow seven (7) working

days in advance of the event to make the necessary arrangements.

31.2. The County is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. County Contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

32. HIPAA COMPLIANCE:

- 32.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor may be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 32.2. Further information regarding HIPAA Compliance is available on the County's website at http://www.fairfaxcounty.gov/HIPAA.

33. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

33.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

34. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:

- 34.1. By the signature of its authorized official on the response to this solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- 34.2. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.

- 34.3. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present such identification upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. All Contractor employees will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist. Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.
- 34.4. Failure to comply with the above requirements may result in termination of the contract.

County of Fairfax

COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

I. AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent Contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope or package. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 - 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 - 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Purchasing and Supply Management. "No other clocks, calendars or timepieces are recognized. All bidders are responsible to ensure all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 - Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 - 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- **6. ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 7. MAILING OF BIDS –. All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, and bidders name and address clearly marked on the outside of such envelope or package.
- 8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.
- 9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 12. AREA BIDS-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
- **14. BID OPENING**-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: http://www.fairfaxcounty.gov/dpsm/bidtab.htm.

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.

15. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

- **16. RESPONSE TO SOLICITATIONS**-In the event a vendor cannot submit a bid on a solicitation; he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.
- 17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

- 18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.
- 19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

- 20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.
- 21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.
- 22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

- 25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:
 - County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
 - b. General Conditions and Instructions to Bidders,
 - c. Special Provisions and Specifications,
 - d. Pricing Schedule,
 - e. Any Addenda/Amendments/Memoranda of Negotiations
- 26. TIE-BIDS If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

- 28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.
- 29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
- **30. REQUIREMENT BID QUANTITIES**-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

- 31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- **32. TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- **34. CONTRACT ALTERATIONS-**No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.
- 35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract
- **36. FUNDING**-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.
- 37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
- **38. NON-LIABILITY-**The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.
- **39. NEW GOODS, FRESH STOCK**-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.
- 40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
 - e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. SMALL AND MINORITY BUSINESS UTILIZATION-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

- **42. GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
- 43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

- **46. SHIPPING INSTRUCTIONS CONSIGNMENT-**Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
- 47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
- **48. INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- **49. COMPLIANCE**-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

- **50. POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
- **51. ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
- **52. METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.
- **53. WEIGHT CHECKING**-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.
- **54. DEMURRAGE AND RE-SPOTTING**-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.
- **55. REPLACEMENT**-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
- **56. PACKING SLIPS OR DELIVERY TICKETS**-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
 - The Purchase Order Number.
 - 2. The Name of the Article and Stock Number (Supplier's),
 - 3. The Fairfax County Identification Number (FCIN), if specified in the order,
 - 4. The Quantity Ordered,
 - 5. The Quantity Shipped.
 - 6. The Quantity Back Ordered,
 - 7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

- **58. PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.
- **59. PARTIAL PAYMENTS**-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
- **60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING**-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

- 61. GENERAL GUARANTY-Contractor agrees to:
 - a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
 - Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
- **63. INDEMNIFICATION**-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.
- **65. LICENSE REQUIREMENT**-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.
- 66. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- 67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- **68. VIRGINIA FREEDOM OF INFORMATION ACT-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
 - Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 - 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
 - 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 - 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract: or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
 - Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 - 6. The Contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 - 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- 74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.
- 75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.
- **76. PROFESSIONAL AFFILIATION**-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.
- 77. DRUG FREE WORKPLACE-During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subContractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- **78. IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

/S/ David P. Bobzien	
COUNTY ATTORNEY	
/S/ Cathy A. Muse	
COUNTY PURCHASING AGENT	

APPROVED:

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Fairfax Cover Sheet (DPSM30)
- B. Special Provisions & Specifications
- C. Appendix A (General Conditions)
- D. Appendix B (Contact Information; BPOL Form; Certification Regarding Debarment of Suspension; Sample Jurisdiction Listing; Business Classification Schedule and Subcontractors Notification Form; Pricing Schedule)

CONTACT INFORMATION

1.	Contract Administration	Contract Administration				
	Designated central point of contact for quest matters.	ions related to the solicitation and post award				
	NAME:	TITLE:				
	ADDRESS: PHONE: ()					
	EMAIL ADDRESS:					
2	Contract ordering					
	In the event your firm receives a contract as designated central point of contact we may r	a result of this Invitation for Bid, please provide the each during the period of the contract term.				
	NAME:	TITLE:				
	ADDRESS:	PHONE: ()				
	EMAIL:					
3.	Accounting Administration					
		a result of this Invitation for Bid, please provide the each during the period of the contract term for				
	NAME:	TITLE:				
	ADDRESS:					
	EMAIL ADDRESS:					

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

•	If you currently have a Fair proposal.	rfax County busine	ess license, p	lease submit a	copy with your
•	Do you have an office in:	Virginia Fairfax County	□ Yes □ Yes	□ No □ No	
•	Date business began/will be	gin work in Fairfax	County		
bι	rovide a detailed description of usiness is located outside of Face County.				
	Signature			Date	
Fo	or Office Use Only:				
•	Company name and address	s:			
•	Amount of Contract Award \$;			
•	Fairfax County Department :				
•	Department Contact		_ Phor	ne No	
•	Company Contact		Phone No.		
•	Nature of business				

Complete and return this form or a copy of your current Fairfax County Business License with your bid. Contract award may not be made without it.

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this solicitation:

- 1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
- 2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
- 3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative:	
Signature/Date:	/
Company Name:	
Address:	
City/State/Zip:	
SSN or TIN No:	

Sample Listing of Local Public Bodies

REFERENCE PARAGRAPH 29 OF THE SPECIAL PROVISIONS,"USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

Alexandria Public Schools, VA	Maryland-National Capital Park & Planning			
	Commission			
Alexandria Sanitation Authority	Maryland Department of Transportation			
Alexandria, Virginia	Metropolitan Washington Airports Authority			
Arlington County, Virginia	Metropolitan Washington Council of Governments			
Arlington Public Schools, Virginia	Montgomery Community College			
Bladensburg, Maryland	Montgomery County, Maryland			
Bowie, Maryland	Montgomery County Public Schools, MD			
Charles County Public Schools, MD	Northern Virginia Community College			
College Park, Maryland	Omni Ride			
Culpeper County, Virginia	Potomac & Rappahannock Trans. Commission			
District of Columbia	Prince George's County, Maryland			
District of Columbia Courts	Prince George's County Public Schools, MD			
DC Water and Sewer Authority	Prince William County Public Schools, VA			
District of Columbia Public Schools	Prince William County, Virginia			
Fairfax County Water Authority	Prince William County Service Authority			
Fairfax, Virginia (City)	Rockville, Maryland			
Falls Church, Virginia	Spotsylvania County Schools, Virginia			
Fauquier County, Virginia	Stafford County, Virginia			
Fauquier County Schools, Virginia	Takoma Park, Maryland			
Frederick City, Maryland	Upper Occoquan Sewage Authority			
Frederick County Maryland	Vienna, Virginia			
Gaithersburg, Maryland	Virginia Railway Express			
Greenbelt, Maryland	Washington Metropolitan Area Transit Authority			
Herndon, Virginia	Washington Suburban Sanitary Commission			
Leesburg, Virginia	Winchester, Virginia			
Loudoun County Sanitation Authority	Winchester Public Schools			
Loudoun County, Public Schools, VA				
Loudoun County, Virginia				
Manassas, Virginia				
Manassas City Public Schools,				
Virginia				
Manassas Park, Virginia				

Complete and return this form with	your bid	Contract	award m	av not	he made
	your bid.	Contract	awaiu iii	ay HUL	be made
without it.					
			, , , , , ,		
		1	/endor Nan	ne	

BUSINESS CLASSIFICATION

DEFINITIONS

Small Business – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

Minority-Owned Business - means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

Woman-Owned Business – means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM 30) This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

APPENDIX B IFB 2000001453



Department of Financial Services Office of Procurement Services 8115 Gatehouse Road, Suite 4400 Falls Church, VA 22042-1203

http://www.fcps.edu/fs/procurement

Telephone: 571-423-3550; Fax: 571-423-3576

SUBCONTRACTOR (S) NOTIFICATION FORM

Please check here if you a	re not using a subcontra	actor:	-			
Contract Number/Title:						
Prime Contractors Name:						
Prime Contractor's Classif	ication Code:		(from Bus	siness Classif	ication Schedule)	
	ticipated dollar amount a	nd small/mir	nority classif	ication (use co	eed contract, you are require ode numbers from previous	
SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	SMALL/MINORITY CLASSIFICATION
		_				

Complete and return this form with your bid. Contract award may not be made without it.

PRICING SCHEDULE

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price	
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	Section 1: Cloths				
1	85092707901 –TOWEL, TERRY New, 100% cotton; white hemmed terry towel, basically lint free; clean; absorbent; soft texture. Cut 14" x 17". 10 lb. carton Standard Spec: Daycon TTW10 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	350	СТ	\$	
2	20725851016 – CLOTH MICROFIBER, RED Highly absorbent, durable microfiber cloth. Size: 16" x 16", packaged 10 per case. Color: Red Standard Spec: Unger MF40R No Substitutions Accepted Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	250	cs	\$	
3	20725851024 – CLOTH MICROFIBER, YELLOW Highly absorbent, durable microfiber cloth. Size: 16" x 16", packaged 10 per case. Color: Yellow Standard Spec: Unger MF40Y No Substitutions Accepted Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	250	CS	\$	

PRICING SCHEDULE

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price	
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	Section 2: Polyliners - All items in this section will be award 48575101257 – POLYLINER, 30-33 GALLON	led to a sing	le sup	plier
4	33"x39" liner, fits 32 gallon trash receptacle; flat bag with a bottom seal, thickness not less than .7 mil thick; 150 bags per case, minimum net weight 9 lbs per case. Liners must be made of a minimum of 70% certified post consumer recycled resin (PCR). The resin should be certified by a reputable 3rd party service as 100% post-consumer recycled resin. Color: Black	3,500	cs	\$
	Standard Spec: Revolution PC39XHBK or approved equal. Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order.			Y
5	(Ref: Special Provisions Paragraph 7) 48575101281 – POLYLINER, 44 GALLON 36"x47" liner, fits 44 gallon trash receptacle; flat bag with a bottom seal, thickness not less than .85 mil thick; 100 bags per case, minimum net weight 12.2 lbs per case. Liners must be made of a minimum of 35% certified post consumer recycled resin (PCR). The resin should be certified by a reputable 3rd party service as 100% post-consumer recycled resin. Color: Clear/Natural Standard Spec: Revolution PC44XPN or approved equal. Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order.	12,000	PK	\$

PRICING SCHEDULE

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
6	48575101356 – POLYLINER, 56 GALLON 43"x47" liner, fits 56 gallon trash receptacle; flat bag with a bottom seal, thickness not less than 1.15 mil thick; 100 bags per case, minimum net weight 16.3 lbs per case. Liners must be made of a minimum of 70% certified post consumer recycled resin (PCR). The resin should be certified by a reputable 3rd party service as 100% post-consumer recycled resin. Color: Black Standard Spec: Revolution PC47XTBK or approved equal.	2,500	PK	\$
	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7) 48575101208 – POLYLINER, 5 GALLON			
7	22"x25" liner, fits 5 gallon trash receptacle; flat bag with a bottom seal, thickness not less than .45 mil thick; 500 bags per case, minimum net weight 8.3 lbs per case. Liners must be made of a minimum of 30% certified post consumer recycled resin (PCR). The resin should be certified by a reputable 3rd party service as 100% post-consumer recycled resin. Color: Black Standard Spec: Revolution PC07XHBK or approved equal. Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order.	2,600	cs	\$
	(Ref: Special Provisions Paragraph 7)			

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price	
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	Section 3: Waste Cans and Receptacles, Mopping Outfi	ts and Acces	ssories	3
	10006301773 – CONTAINER, POLYETHYLENE, 44 GALLON, W/O LID			
	A 44 gallon back saver round container. The trash container shall have lift vents to allow easy removal of filled bag. Container shall also have thick drag pads to extend life. Reinforced ribbing on base for added capacity. Polyethylene Gray			
8	Must be compatible with Items 9 and 10.	100	EA	\$
O	Standard Spec: Rubbermaid Brute® 2643-00 or approved equal.	100	LA	Ψ
	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging:			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			
	48564295029 – BAG, CADDY FOR 44 GALLON TRASH CONTAINER			
	For use with a 44 gallon trash container. Made of nylon reinforced pvc; 9 pockets. Adjustable. Color: Yellow			
	Must be compatible with Item 8.			
9	Standard Spec: Rubbermaid 9W87or approved equal.	60	EA	\$
	Manufacturer:			
	Stock/Cat.Pg.Nos			
	Standard Packaging:			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
10	45065203007 – DOLLY, REFUSE CONTAINER, BLACK Twist on, Twist off without tools. Wheels: 5 non marking full swivel 3" ball bearing casters. Color: Black Must be compatible with Item 8. Standard Spec: Rubbermaid 2640 or approved equal. Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order.	144	EA	\$
11	(Ref: Special Provisions Paragraph 7) 45017331500 - CAN, SAFETY, 2 GALLON FOR FLAMMABLES Short valved spout; spring mounted pressure relief cap; flame arrester screen; body made of Terne Plate; Safety tested and approved. Type 1. Color: Red For Weed trimming - Mixed fuel can Standard Spec: Justrite 7120100 or approved equal. Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	6	EA	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
	45017331526 – CAN, SAFETY 5 GALLON FOR FLAMMABLES			
	Short valved spout; spring mounted pressure relief cap; flame arrester screen; body made of Terne Plate; Safety tested and approved. Type 1. Color: Red			
	For Lawn mowers – Gasoline only			
12	Standard Spec: Justrite 7150100 or approved equal	3	EA	\$
	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging:			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			
13	48568194202 – BUCKET, ROUND, HEAVY DUTY, PLASTIC			
	Plastic with molded-in pouring spout and a secure electroplated handle; Size: 14 quart. Color: Gray			
	Standard Spec: Rubbermaid Brute® 2614-00 or approved equal.	48	EA	\$
10	Manufacturer:	40		Ψ
	Stock/Cat.Pg.Nos.			
	Standard Packaging:			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			
	64080400514 – RECEPTACLE, SANITARY NAPKIN			
	Floor type polyethylene construction with rigid polyethylene liner. Size: 12 1/2" x 5 1/4" x 10 3/4".			
	Must be compatible with Item 15.			
14	Standard Spec: Rubbermaid #6140 or approved equal.	48	EA	\$
	Manufacturer:			
	Stock/Cat.Pg.Nos.			
	Standard Packaging:			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
	64015611607- BAGS, WAXED, SANITARY NAPKIN RECEPTACLE			
	Waxed bags for Rubbermaid #6140 sanitary napkin receptacle; 9-3/4" x 2-3/4" x 9-7/8". 250 bags per case.			
	Must be compatible with Item 14.			
15	Standard Spec: Hospeco #6141 or approved equal.	48	cs	\$
	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging:			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			
	48568251002 – BUCKET, MOP, 35 QT			
	Rugged heavy duty smooth skin plastic mop bucket. Pour spout to prevent splash and spill. Hand grip at back-rear of bucket for a secure lift for emptying. Wheels: 3" metal bracket non-marking casters. Dilution marking in quarts and liters. Single bail for balanced lifting. Color: Yellow			
16	Must be compatible with Item 17.	96	EA	¢.
16	Standard Spec: Rubbermaid Wave Brake® 7570-88 or approved equal	90	EA	Φ
	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging:			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
	48568851702 – WRINGER, SIDE PRESS MOP FOR 16-32 OZ. MOPS			
	Side press wringer accommodates 16 to 32 oz. mops. Mop handle notch is molded into wringer front. Smooth skin plastic. Color: Yellow			
	Must be compatible with Item 16.			
17	Standard Spec: Rubbermaid Wave Brake® 6127-88 or approved equal	120	EA	\$
	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			

	Section 4: Brooms, Brushes and Dusters				
	48510150260 - BROOM, CORN, JANITORIAL, HEAVY DUTY				
	Designed for rugged service; 5 sewn seams for durability; finished hardwood handle; 40-oz.				
	Standard Spec: Greenwood, #506 or approved equal				
18	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging:	96	EA	\$	
	Delivery days after receipt of order.				
	(Ref: Special Provisions Paragraph 7)				

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
	48510200909 – BROOM, FLOOR, 36" BLACK, WITHOUT HANDLE			
	Center filling; black tampico fibre; border filling; sterilized black horsehair and plastic bristles; trimmed to 3"; lacquered finished block with binding screw.			
	Must be compatible with Item 26.			
19	Standard Spec: Carlisle 3621923603 or approved equal	60	EA	\$
	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging:			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			
	48510163206 – BROOM, GARAGE, 24", STIFF FIBRES			
	For wet or dry sweeping. Palmyra fibre trim 4" length with structural foam block natural lacquered finish and two threaded handle holes.			
	Must be compatible with Item 26.			
20	Standard Spec: Wilen #13124 or approved equal	36	EA	\$
	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging:			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			
	48510 - BROOM, LOBBY, TOY, NATURAL. COLOR, 12" CLIP			
	Polypropylene fill broom with a handle; total length of broom with handle shall be a minimum of 39" with a maximum of 46".			
	Standard Spec: Greenwood 535 or approved equal			
21	Manufacturer:	1000	EA	\$
	Stock/Cat.Pg.Nos Standard Packaging:			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
	14544500474 – BRUSH, DUSTING			
	Filling of stiff grade heavy filled tufts of natural tampico fibre and structural foam block; brush length: 8" - trim: 2-1/2"; beaver tail handle with hanging hole.			
22	Standard Spec: Carlisle 3621123 or approved equal	48	EA	\$
22	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging:	40	LA	Ψ
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			
23	48510761009 – BRUSH, SCRUB, HAND, 6" 6" solid plastic block with handle grip. Extra full brush; 1" trim; crimped polypropylene. Standard Spec: Carlisle 3628900 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	72	EA	\$
24	48553500405 – DUSTER, ALL PURPOSE, 24" LONG DUSTER 24" long duster with a white plastic storage case; baked in paraffin wax treatment, used on counters, storage cabinets, walls, doors. Standard Spec: SM Arnold 25-618 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	500	EA	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
25	48553500496 – DUSTER, MINI, WEDGE SHAPED, COTTON HEAD Wedge Shaped 3 3/4" x 5 1/2" cotton fiber head; baked in paraffin wax treatment; used on furniture, doors, computers, and walls Standard Spec: California Mini Duster #62447 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	240	EA	\$
26	48610931007 – HANDLE, BROOM, FLOOR, WOOD, 60", 15/16"D Threaded metal end; hardwood handles with lacquered finish; 15/16" diameter. Must be compatible with Items 19 and 20. Standard Spec: Greenwood 412 – MT412 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)			\$
27	48594406026 – DUST PAN, LOBBY, PL HOPPER w/ALUM HANDLE Injection molded plastic hopper, aluminum handle swings freely when not in use or snap locks in upright position. Size: approx. 5-3/4" x 12" x 36-5/8". Standard Spec: Lobbymaster 2600 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	600	EA	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
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S	ection 5: Pads and Pad Holder - All items in this section will be	awarded to	a singl	e supplier
	48588570258 – PADS, CLEANING, SCRUB-N-STRIP, BROWN			
	For cleaning floor edges, baseboards, stairways & shower rooms; each carton shall be labeled to identify the contents by name & size. 5 pads per box. Size 4-1/2" x 10". Color: Brown			
	Must be compatible with Item 40.			
28	Standard Spec: Americo 541010 or approved equal	450	вх	\$
	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)			
	48588 - PADS, CLEANING, POLYESTER, 6" X 9"			
	For cleaning porcelain, bathtubs, wash basins, toilet bowls & tile walls; white open textured light duty pad made of synthetic fiber. 10 pads per box.			
	Must be compatible with Item 40.			
29	Standard Spec: Americo 510110 or approved equal	550	вх	\$
	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)			

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
30	36530503121 - PADS, FLOOR MACHINE, 12" WHITE BUFFER Non woven nylon/polyester open web construction for self cleaning action; 1" thick pad must have a uniform distribution of mineral throughout; specially designed for spray cleaning; used on machines of 175 to 350 rpm's. Color: White Standard Spec: Americo 401212 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	144	вх	\$
31	36530 - PADS, FLOOR MACHINE, 12" BUFFER Non woven nylon/polyester open web construction for self cleaning action; 1" thick pad must have a uniform distribution of mineral throughout; specially designed for spray cleaning; used on machines of 175 to 350 rpm's. Color: Tan Standard Spec: Americo 401412 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	100	вх	\$
32	36530 - PADS, FLOOR MACHINE, 13" BUFFER Non woven nylon/polyester open web construction for self cleaning action; 1" thick pad must have a uniform distribution of mineral throughout; specially designed for spray cleaning; used on machines of 175 to 350 rpm's. Color: Tan Standard Spec: Americo 401413 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	72	вх	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
33	36510511201 – PADS, FLOOR MACHINE, 13", WHT LT, CLEANER Nylon/polyester 1" thick pad for dry polishing and light cleaning with an automatic scrubber. Non woven, open web construction for self cleaning action; pad must have a uniform distribution of minerals throughout; used on machines of 175 to 350 rpm's. Color: White Standard Spec: Americo 401213 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	180	вх	\$
34	36510511177- PADS, FLOOR MACHINE, 13" GREEN SCRUBBING Nylon/polyester 1" thick pad for wet scrubbing to remove dirt and wax in preparation for recoating. Non woven, open web construction for self cleaning action; pad must have a uniform distribution of minerals throughout; used on machines of 175 to 350 rpm's. Color: Green Standard Spec: Americo 400313 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	60	вх	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
35	36530 - PADS, FLOOR MACHINE,19" BUFFER Non woven, nylon/polyester open web construction for self cleaning action; 1" thick pad must have a uniform distribution of minerals throughout; specially designed for spray cleaning; used on machines of 175 to 350 rpm's. Color: Tan Standard Spec: Americo 401419 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	180	вх	\$
36	36510511920 – PADS, FLOOR MACHINE, 19" BLACK STRIPPER 1" thick nylon/polyester pad for wet stripping to remove old wax and finish in preparation for recoating. Non woven open web construction for self cleaning action; pad must have a uniform distribution of mineral throughout. Color: Black Standard Spec: Americo 400119 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	800	вх	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
37	36510511946 – PADS, FLOOR MACHINE, 19" GREEN SCRUBBING Nylon/polyester 1" thick pad for wet scrubbing to remove dirt and wax in preparation for recoating. Non woven, open web construction for self cleaning action; pad must have a uniform distribution of minerals throughout; used on machines of 175 to 350 rpm's. Color: Green Standard Spec: Americo 400319 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	240	вх	\$
38	36510512001 – PADS, FLOOR MACHINE, 20", BEIGE, BUFFER Champagne in color; 1" thick nylon/polyester pad; for super high speed buffing, produces a glossy finish while removing scuffs and black marks; used on ultra speed machines (1000-3000 RPM). Color: Beige Standard Spec: Americo 403620 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	300	вх	\$
39	36530503089 - PADS, FLOOR MACHINE, 20", BURNISHING Natural hair & synthetic fiber pad. Used on ultra speed machines (1000-3000 RPM). Standard Spec: Americo 402820 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	360	вх	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
	48565253209 – HOLDER, PAD, DOODLEBUG SWIVEL			
	Plastic pad holding surface with swivel for attachment to standard threaded handle.			
	Must be compatible with Items 28 and 29.			
40	Standard Spec: Tolco 23405 or approved equal	96	EA	\$
	Manufacturer:			
	Stock/Cat.Pg.Nos			
	Standard Packaging:			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			

Se	48572333515 – MOPHEAD, WET, LARGE SIZE, BLUE, PRESHRUNK One continuous strand of Web Foot® Shrinkless® wet mop 6-ply yarn; poly/rayon synthetic blend high wet modulous yarn; locked-in	awarded to	a sing	le supplier
	antimicrobial protection that inhibits micro-organism growth; mop head shall absorb between 4.9 to 5.9 times its original weight after submersion in water for thirty seconds and drained thirty seconds; strand length: minimum 14"; headband: 1-1/4"" width. Stitching must be at least four stitches per inch. Thread must be polyester. Pre-shrunk, 22-24 ounces. Tailband: polyester tailtape double needle chain stitched to mop yarn – approximately 2-2.25" for looped end. Color: Blue			
41	Must be compatible with Item 45.	700	EA	\$
	Standard Spec: Rubbermaid Super Stitch D25306 BL00 or approved equal			
	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging:			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
42	48572333572 – MOPHEAD, WET, LARGE SIZE, GREEN, PRESHRUNK One continuous strand of Web Foot® Shrinkless® wet mop 6-ply yarn; poly/rayon synthetic blend high wet modulous yarn; locked-in antimicrobial protection that inhibits micro-organism growth; mop head shall absorb between 4.9 to 5.9 times its original weight after submersion in water for thirty seconds and drained thirty seconds; strand length: minimum 14"; headband: 1-1/4"" width. Stitching must be at least four stitches per inch. Thread must be polyester. Pre-shrunk, 22-24 ounces Tailband: polyester tailtape double needle chain stitched to mop yarn – approximately 2-2.25" for looped end. Color: Green Must be compatible with Item 45. Standard Spec: Rubbermaid Super Stitch A25306-GR00 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	750	EA	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
43	48572333598 – MOPHEAD, WET LARGE SIZE, ORANGE One continuous strand of Web Foot® Shrinkless® wet mop 4-ply yarn blend balanced blend of cotton, rayon and synthetic fibers; mop head shall absorb between 4.9 to 5.9 times its original weight after submersion in water for thirty seconds and drained thirty seconds; strand length: minimum 14"; headband: 1-1/4" finished width and 5.5 to 6.5 finished length. Stitching must be at least four stitches per inch. Thread must be polyester. Pre-shrunk, 22-24 ounces. Tailband: polyester tailtape double needle chain stitched to mop yarn - approximately 2-2.25" for looped end. Color: Orange Must be compatible with Item 45. Standard Spec: Rubbermaid A25306 – OR00 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	100	EA	\$
44	48572333549 – MOPHEAD, WET, LARGE, FINISH Continuous nylon filament yarn that is lint-free. Special yarn holds finish with surface tension, not by absorption. Headband – 1-1/4" width. Tailband – polyester tailpipe double needle chain-stitched to mop yarn – approx. 2-2.25" for looped end. Must be compatible with Item 45. Standard Spec: Continental Smoothie A03613 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	144	EA	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
45	48570407097 – HANDLE, MOP, PLASTIC, SPEED CHANGE, 60", 1"D Speed change release type, heavy duty plastic injection molded head with roller adjustment knob; 1" diameter fiberglass handle, overall length shall be 60". Color: Yellow Must be compatible with Items 41-44. Standard Spec: Daycon A70312 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	300	EΑ	\$

	Section 7: Gloves - All items in this section will be awarded to a single supplier				
	20139282006 - GLOVES, CANVAS, MENS, BROWN JERSEY				
	Brown jersey with plastic dots and a knit wrist, clute pattern; twelve pairs per package. Size: Large				
	Standard Spec: Safety Zone G5BD-LG or approved equal				
46	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging:	100	DZ	\$	
	Delivery days after receipt of order.				
	(Ref: Special Provisions Paragraph 7)				
47	20139282253 – GLOVES, CANVAS, WOMENS, BROWN JERSEY Brown jersey with plastic dots and a knit wrist, clute pattern; twelve pairs per package. Size: Medium Standard Spec: Safety Zone G5BD-MD or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging:	60	DZ	\$	
	Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)				

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
48	20142460904 – GLOVES, CHEMICAL RESISTANT, NATURAL, LATEX, SMALL Circle or diamond gripping surface; lined; 12" long; .18 mil thickness. Resists household detergents, light acids, salts, caustics, animal fats and alcohols. Twelve pairs per package. Size: Small Standard Spec: Safety Zone GRFY-SM or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	36	DZ	\$
49	20142460912 – GLOVES, CHEMICAL RESISTANT, NATURAL, LATEX, MEDIUM Circle or diamond gripping surface; lined; 12" long; .18 mil thickness. Resists household detergents, light acids, salts, caustics, animal fats and alcohols. Twelve pairs per package. Size: Medium Standard Spec: Safety Zone GRFY-MD or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	200	DZ	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
50	20142460920 – GLOVES, CHEMICAL RESISTANT, NATURAL, LATEX, LARGE Circle or diamond gripping surface; lined; 12" long; .18 mil thickness. Resists household detergents, light acids, salts, caustics, animal fats and alcohols. Twelve pairs per package. Size: Large Standard Spec: Safety Zone GRFY-LG or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	280	DZ	\$

	Section 8: Knives, Blades and Scrapers				
	44512340900 – KNIFE, PUTTY, 1 ¼"				
	Paint, putty knife. High carbon steel, solvent resistant handle. Use to apply putty or scrape paint. Flexible. 1 1/4" blade, 38mm.				
	Standard Spec: Tolco 280106 or approved equal				
51	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging:	350	EA	\$	
	Delivery days after receipt of order.				
	(Ref: Special Provisions Paragraph 7)				

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
	44512785989 – SCRAPER, RAZOR, SINGLE EDGED, STEEL Single-edged steel blade protected by a metal case; thumb action slides the blade to ready position.			
52	Must be compatible with Item 53. Standard Spec: American Safety BLADEH or approved equal Manufacturer:	400	EA	\$
	Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)			
	44512063999 – BLADES, RAZOR, SINGLE-EDGED, REPLACEMENT Replacement blades for single-edge retractable scraper. 100 per box. Must be compatible with Item 52.			
53	Standard Spec: American Safety RAZORBLADE or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	60	вх	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
54	44512785971 – SCRAPER, RAZOR, WITH DULL & SHARP ANGLES. Razor scraper with dull & sharp blade angled to scrape either windows or floors; with plastic safety cover for blade. 4" Scraper. Must be compatible with Item 55. Standard Spec: UNGER RB100 or approved equal Manufacturer: Stock/Cat.Pg.Nos. Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	200	EA	\$
55	44512060904 – BLADES, RAZOR, 4" REPLACEMENT Packaged 10 blades per pack. Must be compatible with Item 54. Standard Spec: Continental #2557 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	72	PK	\$

	Section 9: Restroom Cleaning Supplies				
	48570620756 - MOP HOLDER, MICROFIBER				
56	Pivoting, low profile head to reduce bending and reaching, prevents lower back injuries. Constructed of high impact glass filled polyamide. The holder collapses easily with a touch of a foot pedal to rinse or change mop head. Size: 15.7" x 4.1". Color: Red	12	EA	\$	
	Standard Spec: Unger SM40R No Substitutions Accepted				
	Delivery days after receipt of order.				
	(Ref: Special Provisions Paragraph 7)				

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
	48572524501 – MOP, MICROFIBER			
	Microfiber mop head to fit Unger SM40R mop holder. Long lasting and durable, good for 500 washings and dryings. Size: 16", Color: Red			
57	Standard Spec: Unger MM40R No Substitutions Accepted	24	EA	\$
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			
	48510811002 – BRUSH, SANITARY, 18"			
	Used to clean floors and walls. Combination scrubber/squeegee cleans with bristles brush and removes liquid with moss squeegee. Made of acid resistant, non-corroding polypropylene plastic.			
58	Standard Spec: Unger PB45R or approved equal	12	EA	\$
	Manufacturer: Stock/Cat.Pg.Nos			
	Standard Packaging:			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			
	80186312106 – SIGN, WET FLOOR, BILINGUAL			
	Floor Sign, "Caution"			
	Bright Yellow 25" high			
	Bilingual: English and Spanish			
59	Standard Spec: Rubbermaid # 6112-77 or approved equal	72	EA	\$
	Manufacturer:			
	Stock/Cat.Pg.Nos Standard Packaging:			
	otanuaru i ackaying			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
	48510482200 – BRUSH, TOILET, ERGO, 26" HANDLE			
	Ergo Toilet Bowl Brush System (includes 2 heads with 26" handle)			
60	Standard Spec: Unger # BBCOR No Substitutions Accepted	100	EA	\$
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7) 48510 – BRUSH REPLACEMENT HEAD, TOILET BOWL, ERGO			
	Ergo Toilet Bowl Brush System Pack includes 2 brush replacement heads.			
	Must be compatible with Item 60.			
61	Standard Spec: Unger # BBRHR or approved equal	36	PK	\$
	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging:			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			
62	47520726002 – CLEANER, ODOR DIGESTOR, BIO-ENZYMATIC A synergistic blend of specialized strains of live, but safe to use bacteria chosen for their ability to produce enzymes that will digest organic matter that causes foul odors. Product digests odors in and around urinals and toilet fixtures, chemical toilets, waste containers, urinal traps and traps, carpets and upholstery. Removes stains from urine, feces, vomit, blood, milk, coffee and other organic matter; Packaged in one gallon to 1.5 gallon containers. Standard Spec: Daycon DX-50, Bio-Enzymatic Mal-Odor & Stain Remover or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Shelf Life months Delivery days after receipt of order. (Ref: Special Provisions Paragraphs 7, 15 and 16)	180	GL	€

	PRICING SCHEDULE				
Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price	
	Section 10: Cleaners and Chemicals				
63	48555661011 - CLEANER/WAX STRIPPER, BASEBOARD, AEROSOL A concentrated floor finish stripper. It shall be a pressurized, foamy liquid, formulated so as to penetrate old and dirty metal-complexed polymer emulsion finishes to permit their subsequent removal. It shall be suitable for use on and not be harmful to any type of hard resilient flooring and baseboards (when used as directed). The stripper shall have no objectionable odor in water solutions, on surfaces cleaned, or when stored in the original container, The stripper shall be dispensed as a thick foaming liquid. 23 oz./650g Aerosol Cans. 12 cans per case. Standard Spec: Johnson's Bravo Power Foam 94966769 or approved equal. Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Shelf Life months Delivery days after receipt of order. (Ref: Special Provisions Paragraphs 7, 15 and 16)	240	CS	\$	
64	36515551954 – DEFOAMER, CARPET, FOR STEAM CLEANERS For use in steam cleaners, hot or cold water extraction systems, plus shampooing and scrubbing equipment. Reduces foaming from current and previous applications of shampoo solutions. Packaged in quart premeasured bottles, 12 quarts per case. 1/2 oz. per recovery tank. Standard Spec: ABC Compounding L-315 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Shelf Life months Delivery days after receipt of order. (Ref: Special Provisions Paragraphs 7, 15 and 16)	180	cs	\$	

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
65	48587101006 – STAIN REMOVER, CARPET, ALL PURPOSE Product is a premixed, ready to use, cleaner that contains detergents and other additives that have cleaning and soil retarding agents; used with a trigger spray bottle for most colorfast carpets. PH 7.0-8.7; Packaged in quart bottles. Packaged 6 bottles per case. Standard Spec: Daycon Product Gone II or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Shelf Life months Delivery days after receipt of order. (Ref: Special Provisions Paragraphs 7, 15 and 16)	180	CS	\$
66	48558100201 – POLISH, FURNITURE A balanced blend of cleaners, and natural wax to clean furniture, leather, plastic, and metal. 16.5 oz. cans; 12 cans per case. Standard Spec: Claire A15818 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Shelf Lifemonths Delivery days after receipt of order. (Ref: Special Provisions Paragraphs 7, 15 and 16)	72	cs	\$
67	47564972009 – VANDAL WIPES, ODORLESS TOWEL, TREATED Odorless; non-toxic. 40 wipes per canister, 6 canisters per case Standard Spec: Claire C963 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Shelf Lifemonths Delivery days after receipt of order. (Ref: Special Provisions Paragraphs 7, 15 and 16)	100	CS	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
68	48516402442 – REMOVER, GUM, MULTI-PURPOSE SPOTTER Removes gum, ink, lipstick, crayon, oil grease, wax etc. Multi-purpose spotter effective in the removal of gum & other substances not emulsifiable by water based spotters. Contains isobutane/propane blend to freeze the gum which releases the adhesion between the gum and surface. 6 oz. aerosol cans. 12 cans per case. Standard Spec: Claire 433-4107 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Shelf Life months Delivery days after receipt of order. (Ref: Special Provisions Paragraphs 7, 15 and 16)	60	cs	\$
69	A liquid cream, penetrating, scouring compound for use in cleaning porcelain, tile and chrome fixtures. It shall readily clean bathroom tile, ceramic tile, wall and floor tile, sinks, stainless steel and chrome and be completely biodegradable; contain wetting agents, bleaches, polishes, sufficient ammonia to adequately remove grease stains, heel and scuff marks. PH not to exceed 9.5; a color tint (white is not acceptable); contain no harsh abrasive or solid filterable material; must be non-toxic, non-caustic and non-irritating to normal skin. Container shall be one (1) quart squeeze bottle with nozzle type dispenser ONLY and must be marked with the name of the commodity and the method of use, and any necessary safety precautions. 12 quarts per case. Standard Spec: Camberra 430-03 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Shelf Life months Delivery days after receipt of order. (Ref: Special Provisions Paragraphs 7, 15 and 16)	180	cs	₩

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
70	48565251104 – CONDITIONER/ NEUTRALIZER, FLOOR, LIQUID, CONCENTRATE Premeasured liquid or powder concentrate for removing the residue of alkaline detergents and ice melting compounds. Concentrate shall be packaged so as to be added to 4 gallons of water to achieve proper use dilution. Product must be miscible in cold tap water (average temperature 44°F to 70°F). Concentrate shall have no deleterious effects on resilient or ceramic tiles, terrazzo, plastics, porcelain or china fixtures, rubber or metal. Complete and clear dilution and use directions shall be printed on each package. When tested after one year of normal storage in an unopened container, the product shall show no loss of strength and shall develop no off-odors or show a tendency toward leakage. Size of each packet: 1 oz. Number of packets per box: 72 Standard Spec: Stearns ST-729 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Shelf Life months Delivery days after receipt of order. (Ref: Special Provisions Paragraphs 7, 15 and 16)	180	вх	\$
71	48586502006 – SOAP, HAND, FOAMING, GREENSEAL Liquid foaming hand soap. Dye and Fragrance free. AeroRose free. 8/1000 ml per case. Standard Spec: DEBS 868082 No Substitutions Accepted Shelf Lifemonths Delivery days after receipt of order. (Ref: Special Provisions Paragraphs 7, 15 and 16)	6000	CS	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
72	48512103002 – POLISH, STAINLESS STEEL, POLISH & CLEANER Cleans and polishes in one operation leaving no greasy film. Works on chrome, architectural aluminum and other interior metal surfaces. USDA authorized for use in federally inspected meat and poultry plants. Contains mineral oil, isobutane, sorbitan oleate and ethanolamine. Packaged in 16 oz. aerosol cans. 12 cans per case. Standard Spec: ASTAIN A15841 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Shelf Life months Delivery days after receipt of order. (Ref: Special Provisions Paragraphs 7, 15 and 16)	72	CS	\$
73	48540274007 – DISINFECTANT, CLEANER, FOAM, AEROSOL Professional, Lysol Disinfectant, for multiple surfaces. Fresh clean scent. Cleans, shines, and disinfects. Contains no abrasives, harsh acids or bleach. 24 oz can. Standard Spec: Lysol 02775RC No Substitutions Accepted Shelf Lifemonths Delivery days after receipt of order. (Ref: Special Provisions Paragraphs 7, 15 and 16)	1500	CA	\$
74	65216560204 – POWDER, ABSORBENT, SPRINKLE BOX Binds, absorbs and deodorizes liquid spills. 16 oz. Sprinkle container. Standard Spec: D'Vour Absorbent Powder or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Shelf Life months Delivery days after receipt of order. (Ref: Special Provisions Paragraphs 7, 15 and 16)	400	EA	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price			
	Section 11: Miscellaneous Items						
	24063432504 – MEASURING CUPS, 32 OZ. GRAD, WET OR DRY						
75	Clear plastic cup to measure dry or wet materials; USDA accepted material that won't rust or pit; with a lip for precise pouring; graduated measurements outside for quick, accurate readings. Standard Spec: Rubbermaid 3216 00 Clear or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	12	EA	\$			
76	48564295508 – CART, JANITORIAL MAINTENANCE Lightweight maintenance cart for use in cleaning toilet facilities. Cart shall hold mopping equipment, brushes, brooms, cleaner, etc. Unit shall be structural foam construction with unbreakable rustproof trays and equipped with 8" rear wheels and front ball-bearing type full-swivel casters. Wheels and casters shall be of the non-marking type. Unit shall be equipped with a 25-gallon trash collection vinyl bag. Assembled. Color: Gray or Black. Must be compatible with Item 77. Standard Spec: Rubbermaid 6173 or approved equal	20	EA	\$			

Manufacturer: ____ Stock/Cat.Pg.Nos. ____ Standard Packaging: ____

Delivery ____ days after receipt of order.

(Ref: Special Provisions Paragraph 7)

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
	48564157005 - BAG, VINYL, JANITORIAL MAINTENANCE CART			
	Replacement collection vinyl bag for lightweight maintenance cart that is used for cleaning toilet facilities. 25-gallon. Color: Yellow			
	Must be compatible with Item 76.			
77	Standard Spec: Rubbermaid 6183 or approved equal	30	EA	\$
	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)			
	48508590766 – SPRAYER & BOTTLE, 24 OZ., PLASTIC, 3 / PACK Plastic 24 oz. bottle printed with bilingual safety message.			
	English/Spanish bottle must have a checkoff grid to identify glass cleaner, all purpose cleaner, disinfectant, and spray buff. Packaged with a trigger sprayer that adjusts from a fine mist to a steady stream. Packaged: 3 per pack in a clear poly bag.			
78	Standard Spec Standard Spec: Continental 21281084 or approved equal	400	PK	\$
	Manufacturer: Stock/Cat.Pg.Nos Standard Packaging:			
	Delivery days after receipt of order.			
	(Ref: Special Provisions Paragraph 7)			

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
79	59560721504 – SPRAYER, 2 GALLON, POLYETHYLENE, WHITE High density translucent polyethylene tank; poly spray attachment rotates 360 degrees; adjustable plastic nozzle; 12" plastic extension; 26" hose. Standard Spec: RL Flowmaster 1992A or approved equal Manufacturer: Stock/Cat.Pg.Nos. Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	12	EΑ	\$
80	48588891019 – SQUEEGEE, WINDOW 10", WITH STRAIGHT BLADE Window squeegee with straight blade and attached aluminum handle and S channel. Standard Spec: Unger ES250 10" Ergo Tec or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	48	EA	\$
81	67055523350 – HANDLE,T-BAR, 10" A solid 10" polypropylene handles to use with a microfiber sleeve to clean walls and windows. Must be compatible with Item 82. Standard Spec: Unger EH250 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	12	EA	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
82	48565255253 – MICROFIBER STRIP, WASHER SLEEVE, 10" A 10" microfiber replacement sleeve with scrub pan and Velcro fastener to use with T-Bar Handle. Must be compatible with Item 81. Standard Spec: Unger NS250 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order.	12	EΑ	\$
83	(Ref: Special Provisions Paragraph 7) 48560151432 – SPRAY, WASP & HORNET, AEROSAL A poison free non-toxic wasp and hornet killer without pesticide. Does not stain carpets or floors. Fresh mint scent. 14 oz aerosol cans. 6 cans per case. Standard Spec: Safer Wasp & Hornet Killer, Poison Free #S5730-56 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Shelf Life months Delivery days after receipt of order. (Ref: Special Provisions Paragraphs 7, 15 and 16)	48	CS	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
84	47520404253 – KIT, CLEAN-UP, MINI, DISPOSABLE Kit to include: 1 – Pair seamless heavy gauge latex gloves with rolled cuffs. 1 – 1.5 oz packet emergency clean-up powder (ECP) extra absorbent/deodorant. 2 – Large heavy gauge poly bags & twist ties. 2 – Water resistant spatulas with formed handles. 1 – Disposable disinfecting towelette, for wiping contaminated surfaces. 1 – Antiseptic hand towelette, for personal hand cleaning. Standard Spec: D'Vour Kit 169 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Shelf Life months Delivery days after receipt of order. (Ref: Special Provisions Paragraphs 7, 15 and 16)	72	KT	\$
85	28595412835 - CORD, EXTENSION, 50', 12/3 WIRE, 3 PRONG Standard Spec: Power Zone, 831 12/3 SJTW-15 AMP, 50 ft. 125 V or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	240	EA	\$

Item No.	Item Description	Yearly Estimated Quantity	UOM	Unit Price
86	81057551541 - DE-ICING COMPOUND Magnesium-chloride blend able to attack ice and snow to -5 degrees F. Loose de-icing crystals or pellets. Safe for use on concrete and asphalt. Product should not cake, lump or track. Compatible for use in all types of spreaders. Product is to be packaged in a heavy duty plastic bag or liner inside a sealed cardboard box. Packaging in a heavy-duty plastic container or bucket with lids and handles is acceptable. 50 lbs per bag/box. Color: Tinted Pink Standard spec: ICP50 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	3000	CS	\$
87	Aluminum or steel snow shovel with wear strip. Blade should be 18" in width and 14-1/2" in height. Wooden handle with oversized D-Grip for gloved hand. Handle length is 37" Standard spec: Daycon 34830 or approved equal Manufacturer: Stock/Cat.Pg.Nos Standard Packaging: Delivery days after receipt of order. (Ref: Special Provisions Paragraph 7)	48	EA	\$

Section 12: Catalog Discount					
n/a	Percentage Discount offered to the County on all catalog items not listed above	n/a	n/a	%	

UOM Key:
BX (Box); CA (Can); CS (Case); CT (Container or Carton); EA (Each); GL (Gallon); KT (Kit); PK (Pack)